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JUN 28 1979 - 10 05 AM

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INTERSTATE COMMERCE COMMISSION

RECORDATION NO. 1425
INTERSTATE COMMERCE COMMISSIONNorfolk and Western Railway Company,
Law Department
Roanoke, Virginia 24042JUN 28 1979 - 10 05 AM
INTERSTATE COMMERCE COMMISSIONJohn S. Shannon
Vice PresidentDonald M. Tolmie
General CounselThomas B. Mason
Richard A. Keeney
General SolicitorsRichard W. Kienle
Ronald W. Moore
James C. Bishop, Jr.
Richard W. Parker
Peter J. Hunter, Jr.
General AttorneysWilliam C. Wooldridge
Henry D. Light
Assistant General SolicitorsR. Curtis Steele, Jr.
Angelica Didier Lloyd
Assistant General Attorneys
J. Gary Lane
Attorney

June 27, 1979

No. 9-179A010
Date JUN 28 1979
Fee \$ 50.00

ICC Washington, D. C.

cc'd Kienle
Mr. H. G. Homme, Jr.
Secretary
Interstate Commerce Commission
Washington, D. C. 20423

Dear Sir:

Counterparts -
In accordance with Section 20c of the Interstate Commerce Act and the Commission's Rules, I submit herewith for recording with the Commission three counterparts, properly executed and acknowledged, of a letter security agreement dated as of June 21, 1979, between Shenandoah-Virginia Corporation and General Electric Company, relating to equipment intended for use in connection with interstate commerce.

The parties to the transaction evidenced by the letter security agreement are as follows:

VENDOR: General Electric Company
2901 East Lake Road
Erie, Pennsylvania 16531PURCHASER: Shenandoah-Virginia Corporation
8 N. Jefferson Street
Roanoke, Virginia 24042RECEIVED
JUN 28 9 45 AM '79
I.C.C.
FEE OPERATION BR.

The equipment covered by the letter security agreement is generally described as follows:

<u>Number of Units</u>	<u>General Description</u>	<u>AAR Symbol</u>	<u>Railroad's Road Numbers (both inclusive)</u>
Up to 41	3,000 h.p. 6-axle diesel electric locomotives	C-C	8038-8078

Mr. H. G. Homme, Jr.
June 27, 1979
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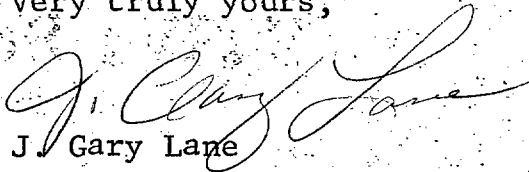
The equipment will be lettered, "Norfolk and Western," "NW," or with some other appropriate designation. In addition, the following legend, in letters not less than one inch in height, will be marked on each side of each unit of the equipment:

OWNED BY A BANK OR TRUST COMPANY UNDER A SECURITY
AGREEMENT FILED UNDER INTERSTATE COMMERCE ACT, SECTION 20c.

Norfolk and Western Railway Company's check for the required recordation fee of \$50 is enclosed.

Following recordation, please return two of the counterparts, stamped with the Commission's recordation data, to our representative who hands this to you.

Very truly yours,


J. Gary Lane

JGL/rtk

Enclosures

1944-1945
1946-1947
1948-1949

6/28/79

Interstate Commerce Commission
Washington, D.C. 20423

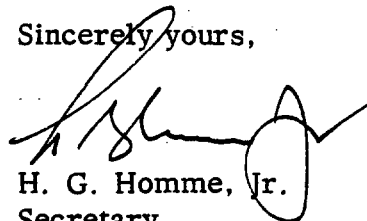
OFFICE OF THE SECRETARY

Mr. J. Gary Lane
Norfolk and Western Railway Company
Law Dept.
Roanoke, Virginia 24042

Dear Sir:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 6/28/79 at 10:05 - AM, and assigned recordation number(s). 10542

Sincerely yours,



H. G. Homme, Jr.
Secretary

Enclosure(s)

SE-30
(3/79)

SHENANDOAH-VIRGINIA CORPORATION
Roanoke, Virginia 24042

June 21, 1979

RECORDATION NO. 10542 Filed 1425
JUN 28 1979 - 10 05 AM
INTERSTATE COMMERCE COMMISSION

General Electric Company
2901 East Lake Road
Erie, Pennsylvania 16531

Attention: James Hughes, Esquire

Gentlemen:

This letter will confirm the undertaking of Shenandoah-Virginia Corporation, a wholly owned subsidiary of Norfolk and Western Railway Company, to receive delivery of and take title (subject to payment of the purchase price as hereinafter set forth) to such number of the 41 3,000 horsepower 6-axle diesel electric locomotives numbered 8038 to 8078, inclusive, as are delivered prior to the recording and deposit of Norfolk and Western Railway Equipment Trust Series No. 9 (which is now scheduled to occur by July 30, 1979); and to pay or cause to be paid to General Electric Company the purchase price of such locomotives on the schedule agreed to by representatives of Norfolk and Western and General Electric.


The obligations of Shenandoah-Virginia Company hereunder are contingent upon conformity of the locomotives to the terms and conditions of Norfolk and Western Railway Company's agreement with General Electric Company for their purchase, and upon receipt of a bill or bills of sale for units so received warranting title to the units to be free from all liens and encumbrances.

Shenandoah-Virginia Corporation will make these units available to Norfolk and Western Railway Company for its possession and use pending the completion of final financing of the units under the Series 9 Equipment Trust referred to above, at which time the units will pass to Norfolk and Western subject to that financing agreement. Except as specifically provided herein with respect to title passage and delivery and acceptance of the units, this arrangement does not supersede any contract or other obligation between General Electric and Norfolk and Western pertaining to the units.

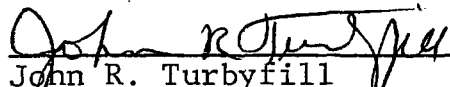
General Electric Company
June 21, 1979
Page 2

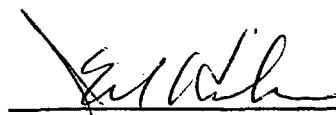
Shenandoah-Virginia represents and warrants to General Electric that except for documentation of the interim possession and use of the units by Norfolk and Western Railway Company contemplated hereby, it will permit no lien or encumbrance to attach to the units prior to the recordation of Norfolk and Western Railway Equipment Trust Series No. 9, at which time this interim arrangement and the rights created thereunder will terminate without further action by the parties.

Yours very truly,


James T. Valleroy
Shenandoah-Virginia Corporation

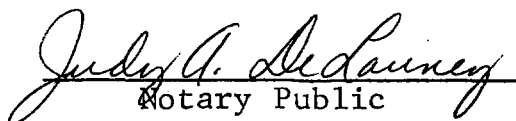
Acknowledged and Approved:


John R. Turbyfill
Vice President - Finance
Norfolk and Western Railway Company


Jack M. Kirker
Manager - Marketing
General Electric Company

COMMONWEALTH OF VIRGINIA)
) ss.:
CITY OF ROANOKE)

On this *21st* day of June, 1979, before me personally appeared James T. Valleroy, to me known to be the person described in and who executed the foregoing instrument and he acknowledged that he executed the same as his free act and deed.


Notary Public

My commission expires: March 14, 1981

COMMONWEALTH OF VIRGINIA)
) ss.:
CITY OF ROANOKE)

On this *21st* day of June, 1979, before me personally appeared John R. Turbyfill, to me known to be the person described in and who executed the foregoing instrument and he acknowledged that he executed the same as his free act and deed.


Notary Public

My commission expires: March 14, 1981

COMMONWEALTH OF PENNSYLVANIA)
) ss.:
COUNTY OF ERIE)

On this 25th day of June, 1979, before me personally
appeared JACK M. KIRKER , to me known to be the person
described in and who executed the foregoing instrument and he
acknowledged that he executed the same as his free act and deed.


Notary Public

My commission expires: DORIS W. CHILCOTT, NOTARY PUBLIC
LAWRENCE PARK TWP., ERIE CO., PA.
MY COMMISSION EXPIRES NOV. 25, 1979